

Northwestern University Law Review

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the “Agreement”) is entered into by and between the *Northwestern University Law Review* (“*Law Review*”) and journal board member _____ (“Participating Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

- 1. Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include (1) the contents of individual student Write-On submissions and GPAs; (2) any scoring rubrics or information regarding the procedures for grading Write-On submissions; (3) all individual and aggregate data from Write-On scores, analysis and conclusions drawn from the data; and (4) all discussions, votes, motions, and debates related to the selection of the *Northwestern University Law Review* Volume 118 membership. Not included in Confidential Information is information shared with all *Law Review* Editorial Board Members or the entire student body, such as logistical information.
- 2. Definition of *Law Review*.** For purposes of this Agreement, “*Law Review*” shall designate the entity of the *Northwestern University Law Review*. For purposes of prior approval for disclosures, “*Law Review*” shall be limited to the Editor-in-Chief. Where this Agreement allows the *Law Review* to take actions (including to disclose information, store information, or consult with Law School Officials), such actions may be taken by the Editor-in-Chief or by specific persons designated by the Editor-in-Chief.
- 3. Definition of Participating Party.** For purposes of this Agreement, “Participating Party” shall include all members of the *Northwestern University Law Review* who are involved in scoring, evaluating, or deliberating on the 2023 Write-On process, in addition to any members who receive Confidential Information. Participating Party includes without limitation members of the Write-On Selection Committee (which includes each member of Senior Board plus the Membership Editor, as well as the Technology Editor responsible for compiling data).
- 4. Definition of Law School Officials.** For purpose of this Agreement, “Law School Officials” shall include Susan Spies Roth, Associate Dean and Dean of Students; Shannon Bartlett, Associate Dean for Diversity & Inclusion; Jocelyn Francoeur, Director of Academic & Professional Excellence; Maryann Wou and Jim McMasters, Journals Administrative Advisors; and Erin Delaney and Jim Pfander, *Law Review* faculty advisors.
- 5. Permitted Uses of Confidential Information.** Participating Party's and the *Law Review*'s obligations under paragraphs 6, 7, and 8 of this Agreement do not extend to disclosures of information that are: (a) made to Participating Parties as part of the *Law Review* Write-On deliberation process; (b) shared in confidence with Law School Officials; or (c) disclosed by Participating Party with the *Law Review*'s prior approval. In addition, the *Law Review*'s obligations under paragraphs 6, 7, and 8 of this Agreement do not extend to disclosures of information that are: (d) maintained by the *Law Review* as part of its process in managing the Write-On; (e) made by the *Law Review* to other Northwestern Pritzker Law School journals for purposes of their own member selection; or (f) anonymized and stored by the *Law Review* in secure files for purposes of record-keeping and future planning.
- 6. Obligations of the *Law Review* and Participating Party.** The *Law Review* and Participating Party shall keep all information in confidence. Participating Party shall not publish, copy, share or otherwise disclose to others, or permit the use by others, any Confidential Information. Participating Party shall not download Confidential Information to their devices but rather shall

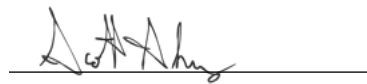
only view Confidential Information directly from the secure Sharepoint folder. Participating Party shall not print, write by hand, nor create photographic or video copies of any materials that contain or pertain to Confidential Information. Participating Party shall permanently delete any and all typed notes or other membership selection-related materials from their devices immediately after member selection is over. After member selection is complete, data archived in *Law Review* files must be anonymized, at which time it can be shared with non-participating parties at the *Law Review*'s discretion.

7. **Time Periods.** The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Participating Party's duty to hold Confidential Information in confidence shall remain in effect until the *Law Review* sends Participating Party approval of any disclosure.
8. **Enforceability.** Violation of the terms of this Agreement may lead to formal disciplinary investigation under the University's Honor Code. The *Law Review* reserves the right to consult with University officials, including the Dean of Students, in its discretion in determining appropriate disciplinary measures. Violations of this Agreement may lead to the termination of Participating Party's membership on the *Northwestern University Law Review*.
9. **Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing signed by both parties.
10. **Notice of Immunity.** Participating Party is provided notice that an individual shall not be found to violate *Northwestern University Law Review* policy for disclosure that is made (a) in confidence to Law School Officials solely for the purpose of reporting or investigating a suspected violation of antidiscrimination law or member selection procedures; (b) to provide scores to other Northwestern University journals for purposes of their membership selection under the *Law Review*'s established process for doing so; or (c) during discussions of information among Participating Parties.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.

NORTHWESTERN UNIVERSITY LAW REVIEW,
by its Editor-in-Chief

Signature



Typed or Printed Name Scott Shimizu Date: May 7, 2023

PARTICIPATING PARTY

Signature _____

Typed or Printed Name _____ Date: _____